

EXHIBIT 8

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CONFIRMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

DEC 01 2011
John A. Clarke, Executive Officer/Clerk

By D. McKinney, Deputy

10 SUPERIOR COURT OF CALIFORNIA

11 COUNTY OF LOS ANGELES -- WEST DISTRICT -- UNLIMITED

12 DIANA REINECKER, an individual

13 Plaintiff,

14 v.

15 KRAIG KAST, aka WARREN CRAIG
16 RUDINGER, an individual; MARIELLEN E.
17 BAKER, an individual; ATHERTON TRUST
18 COMPANY, a business entity, form unknown;
19 ATHERTON INSURANCE SERVICES, a
20 business entity, form unknown; ATHERTON
21 & ASSOCIATES, a business entity, form
22 unknown; THE ATHERTON COMPANY, a
23 business entity, form unknown; and DOES 1 -
24 80, inclusive.

25 Defendants.

CASE NO. SC115099

COMPLAINT FOR INJUNCTIVE RELIEF
AND DAMAGES FOR:

- (1) Breach of Oral Contract;
- (2) Unjust Enrichment;
- (3) Breach of Fiduciary Duty;
- (4) Breach of the Covenant of Good Faith and Fair Dealing;
- (5) Fraud and Deceit;
- (6) Negligent Misrepresentation
- (7) Promissory Estoppel
- (8) Unfair Competition in Violation of B&P Code Sec. 17200;
- (9) Specific Performance
- (10) Accounting

JURY DEMANDED

26 Plaintiff DIANA REINECKER, an individual ("Plaintiff") for her Complaint alleges as
27 follows:

John H. Reid

CASE MANAGEMENT CONFERENCE
MAR 20 2012

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1. This court has jurisdiction over this matter, and venue is proper in part pursuant to Cal. Code Civ. Proc. Sections 395 and 395.5 in that at all times relevant to this Complaint, the named defendants conducted business in California, and more particularly in the County of Los Angeles. Specifically, the defendants as well as DOES 1 through 25 engaged in substantial, systematic, and continuous activities in California in order to effectuate the sale of Real Property in Los Angeles County and further, performed the additional acts complained of Los Angeles County. The amount in controversy among the parties exceeds the jurisdictional minimum of this Court.

THE PARTIES

2. At all times relevant to this Complaint, Plaintiff DIANA REINECKER, an individual ("PLAINTIFF") is now and was residing in Los Angeles County, California.

3. Plaintiff is informed and believes and thereon alleges that Defendant KRAIG KAST aka WARREN CRAIG RUDINGER (“KAST”) is now, and at all times relevant to this action was, an individual residing, acting and doing business as a real estate broker, license number 01426063, an insurance agent, license number DOI 0G91440 and as a Professional Fiduciary, alleged license number PFB #654, during all acts alleged in this Complaint in Los Angeles County, California.

4. Plaintiff is informed and believes and thereon alleges that Defendant MARIELLEN E. BAKER, an individual, (“BAKER”) is now and was residing in Los Angeles County, California,

5. Plaintiff is informed and believes and thereon alleges that Defendant ATHERTON TRUST COMPANY (“TRUST”) is now, and at all times relevant to this action was, a business entity, form unknown, existing under the laws of the State of California and doing business in Los Angeles County. Plaintiff is further informed and believes that TRUST was and is owned and controlled by KAST.

6. Plaintiff is informed and believes and thereon alleges that Defendant

1 ATHERTON INSURANCE SERVICES (“INSURANCE”) is now, and at all times relevant to
2 this action was, a business entity, form unknown, existing under the laws of the State of
3 California and doing business in Los Angeles County. Plaintiff is further informed and believes
4 that INSURANCE was and is owned and controlled by KAST.

5 7. Plaintiff is informed and believes and thereon alleges that Defendant
6 ATHERTON & ASSOCIATES (“ASSOCIATES”) is now and at all times relevant to this
7 action was, a business entity, form unknown, existing under the laws of the State of California
8 and doing business in Los Angeles County. Plaintiff is further informed and believes that
9 INSURANCE was and is owned and controlled by KAST.

10 8. Plaintiff is informed and believes and thereon alleges that Defendant
11 ATHERTON COMPANY (“COMPANY”) is now and at all times relevant to this action was,
12 a business entity, form unknown, existing under the laws of the State of California and doing
13 business in Los Angeles County. Plaintiff is further informed and believes that COMPANY was
14 and is owned and controlled by KAST.

15 9. Defendants DOE 1 through DOE 25 are sued in this Complaint under fictitious
16 names. Their true names and capacities are unknown to Plaintiffs. When their true names and
17 capacities are ascertained, Plaintiffs will amend this Complaint. Plaintiffs are informed and
18 believe and thereon allege that each of the fictitiously named Defendants is responsible in some
19 manner for the occurrences alleged in this Complaint and that Plaintiffs’ damages as alleged in
20 this Complaint were proximately caused in whole or in part, by these fictitiously named
21 Defendants.

22 10. Plaintiff is informed and believes and thereon alleges that there exists, and at all
23 times herein mentioned there existed, a unity of interest and ownership between Defendants
24 Trust, Insurance, Company, Associates and Kast such that any individuality and separateness
25 between these Defendants and Kast have ceased, and Trust, Insurance, Company, Associates,
26 each respectively, are the alter egos of Kast. Plaintiff is further informed and believes and
27 thereon alleges that Kast was at all times relevant to this Complaint an officer, principal and
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1 shareholder of Trust, Insurance, Company and Associates, controlled each entities' business,
2 commingled assets and failed to observe the necessary formalities to establish Trust, Insurance,
3 Company and Associates, respectively, as legally cognizable separate entities.

4 11. Adherence to the fiction of the separate existence of the various parties describes
5 in paragraphs herein above would permit an abuse of the corporate privilege and would
6 sanction fraud and promote injustice in that Kast would be permitted to use the above-named
7 business and corporate entities for the sole purpose of shielding themselves from liability while
8 enabling these entities to engage in acts of fraud, breaches of contract and other bad faith acts,
9 as alleged herein.

10 12. Plaintiff is informed and believes and thereon alleges that there exists, and at all
11 times herein mentioned, that the individual Defendants herein acted outside the scope of their
12 corporate and business entity duties and authority, ostensible or otherwise, and are individually
13 liable under the causes of action and conduct that are the subject of this Complaint.

14 13. Plaintiffs are informed and believe and thereon allege that at all relevant times,
15 each Defendant committed the acts, caused or directed others to commit the acts, or permitted
16 others to commit the acts alleged in this Complaint. Plaintiffs are further informed and believe
17 and thereon allege that some or all of the Defendants acted as the agent of the other Defendants,
18 and all of the Defendants acted within the scope of their agency if acting as an agent of another.
19 Plaintiff is informed and believes and thereon allege that at all relevant times, each Defendant
20 knew or realized that the other Defendants were engaging in or planned to engage in the
21 violations of law alleged in this Complaint.

22 14. Plaintiff is further informed and believes and thereon alleges, that knowing or
23 realizing that the other Defendants were engaging in or planning to engage in unlawful conduct,
24 each Defendant intended to and did encourage, facilitate, or assist in the commission of the
25 unlawful acts, and thereby aided and abetted the other Defendants in the unlawful conduct.

26 15. The Defendants identified in paragraphs 2 through 14 above, shall be referred to
27 individually as a "**Defendant**" and collectively as the "**Defendants.**"
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1 **FACTS COMMON TO ALL CAUSES OF ACTION**

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3 16. On August 4, 2011, Plaintiff and Defendant entered into an oral agreement
4 whereby Defendant Kast and Atherton & Associates, as a real estate broker and listing agent,
5 orally agreed to receive a total amount of \$2,500 as commission upon the sale of the real
6 property commonly known as 535 Ocean Avenue, Santa Monica, California 90402. It was
7 further agreed between the parties, that the balance of the commissions, in the amount of
8 \$38,000 were to be distributed to Plaintiff, in consideration as a finder and for performing non-
9 licensed administrative duties, through escrow.

10 17. Plaintiff, in justifiable reliance on Defendant's promise, placed Defendant with
11 the Seller's property but Plaintiff did not have authority nor undertook duties beyond bringing
12 the parties together, except for providing some information to Defendant before introducing
13 Defendant to the Seller/Seller's property. Additionally, Plaintiff performed some activities that
14 were only peripherally connected to the transaction, such as clerical type work, and Plaintiff did
15 not participate in the negotiations and had no authority related to the transaction.

16 18. The parties' acts and conduct evidence such an oral agreement; for instance,
17 said parties drafted a written agreement, entitled "Commission Structure Agreement",
18 reflecting said terms of the oral agreement which was intended to be placed into escrow. A true
19 and correct copy of this agreement is attached hereto as exhibit "A." Another agreement was
20 drafted to coincide and co-exist with said "Commission Structure Agreement"; this agreement
21 is also dated August 4, 2011 and is entitled "Confidential Disclosure and Fee Agreement" and
22 was intended by the parties to be placed into escrow. A true and correct copy of said agreement
23 is attached hereto as Exhibit "B." Additionally an email dated September 14, 2011, reaffirms the
24 agreement and Defendant's promise to pay said commissions to Plaintiff. Said email states, in
25 part, " my accountant will prepare the associated 1099s and send them out to you – per our
26 original agreement....for an immediate disbursement of the 50% of the commission, per our
27 agreement."
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19. In further reliance of Defendant's promise and agreement, Plaintiff allowed, without interference, for Defendant to enter into a Residential Listing Agreement for the transaction, whereby Defendant was listed as the listing Broker and the Seller agreed to compensate Defendant a 3% commission or a 1.5% commission should other broker(s) participate through the MLS in the transaction. The original listing price for the subject property was three million dollars (\$3,000,000.00). The property was eventually sold, after negotiations, at the price of \$2,700,000.00, resulting in a total commission to Defendant in the amount of \$40,500.00. In further reliance, Plaintiff allowed, without interference, Seller and Buyer to enter into a Purchase agreement, with Defendant as the listing broker, and to allow escrow to close.

20. However, Defendant failed to execute and submit said agreements with plaintiff into escrow and also failed to inform escrow of said oral agreement between Plaintiff and Defendant so that said monies could be distributed to Plaintiff out of escrow proceedings. Defendant further failed to distribute the agreed upon fees to Plaintiff subsequent to receiving all of said commissions distributed through escrow and has failed to distribute said agreed upon fees to Plaintiff after the close of escrow up to the present time. Consequently, due to Defendant's actions and concealments, Plaintiff has suffered a great injustice that can only be avoided through the enforcement of Defendant's promise to Plaintiff and the agreement between Plaintiff and Defendant.

FIRST CAUSE OF ACTION

(For Breach of Oral Contract against all Defendants and Does 1 through 5)

21. Plaintiff re-alleges and incorporates each and every allegation contained in paragraphs 1 through 20 of this Complaint, as though fully set forth herein.

22. Plaintiff has materially performed the terms and condition of the Finder Agreement (“Finder Agreement”) in the manner specified in said Agreement, except where the actions and activities of Defendants either prevented or excused performance by Plaintiff. Defendants, and each of them, have failed and refused, and continue to refuse, to tender their

1 performance as required by said Agreement. Defendants have been in breach and continue in
2 breach of the oral agreement by: 1) failing to execute said written agreements that reflect the
3 oral agreement between the parties, 2) failing to execute and submit both written agreements in
4 escrow, 3) failing to notify escrow of the oral fee agreement, 4) failure to compensate and
5 distribute to Plaintiff, to date, any of the monies due under the oral agreement between the
6 parties hereto.

7 23. Defendants' failure and refusal to perform their obligations under the oral
8 contract has directly damaged Plaintiff in an amount not less than \$38,000, to be established at
9 time of trial.

10 **SECOND CAUSE OF ACTION**

11 (For Unjust Enrichment against All Defendants and DOES 5 through 10)

12 24. Plaintiff re-alleges and incorporates each and every allegation contained in
13 paragraphs 1 through 22 of this Complaint, as though fully set forth herein.

14 25. Defendants, and each of them jointly and severally, through their wrongful
15 conduct as described in this Complaint, have reaped substantial profits from the monies and
16 fees belonging to Plaintiff, and in so doing each has caused Plaintiff to suffer substantial
17 monetary damages and costs, all of which damages and costs were not only foreseeable but
18 were the intended consequences of Defendants' collective actions.

19 26. Based on the facts as alleged in this Complaint and as proven at trial, in equity
20 and good conscience, it would be unconscionable and otherwise unjust for Defendants to enrich
21 themselves at the expense of Plaintiff.

22 27. As a proximate result of the conduct of Defendants as alleged, Plaintiff has
23 incurred damages in that Plaintiff was induced to enter into said oral agreement and promise by
24 Defendants as alleged herein, all by reason of which Plaintiff has been damaged in at least the
25 sum of \$38,000 and additional amounts according to proof at time of trial, including interest,
26 attorneys' fees and costs.
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THIRD CAUSE OF ACTION

(For Breach of Fiduciary Duty Against all Defendants and Does 10 through 15, inclusive)

28. Plaintiff re-alleges and incorporates each and every allegation contained in paragraphs 1 through 27 of this Complaint, as though fully set forth herein.

29. Defendants were acting in the capacity of a licensed real estate broker and as a professional fiduciary at all times during the acts as alleged herein. Plaintiff was a finder and clerical helper at all times and was owed, and continues to be owed, fiduciary responsibilities and duties by the Defendants. Under California law, Defendants owed the upmost fiduciary duty of care, loyalty and candor to Plaintiff.

30. Defendants breached their fiduciary obligations by making the misrepresentations alleged herein and by otherwise engaging in the course of conduct alleged in this Complaint.

31. The above course of conduct was pursued without due regard for and in reckless and conscious disregard of the financial circumstances of Plaintiff and resulting damages to Plaintiff. Defendants pursued this course of conduct intentionally and maliciously while unconscionably disregarding of the rights of Plaintiff and with a fraudulently and/or with a reckless disregard of the likelihood of causing Plaintiff economic damage and/or at all times to further their own economic interest at the expense of plaintiff's economic interest.

32. As a proximate result of the fraudulent conduct and the other acts and conduct as alleged, Plaintiff has incurred damages in that the sale and purchase transaction with the subject property was made, all by reason of which Plaintiff has been damaged in at least the amount of \$38,000, plus additional amounts according to proof at time of trial, including interest, attorneys' fees and costs.

34. In doing the acts alleged above, Defendants acted with oppression, fraud, and malice, such that Plaintiff is entitled to punitive damages.

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FOURTH CAUSE OF ACTION

(For Breach of the Covenant of Good Faith and Fair Dealing Against All Defendants and
DOES 15 through 20)

35. Plaintiffs re-allege and incorporate each and every allegation contained in paragraphs 1 through 34 of this Complaint, as though fully set forth herein.

36. California law implies a covenant of good faith and fair dealing in all contracts entered into in California.

37. As a result of the actions of Defendants, and each of them, as described above in this Complaint, Defendants violated the implied covenant of good faith and fair dealing contained in the Agreement. As a result, Plaintiff is entitled to the damages as prayed for in this case, which damages are no less than the amount of \$38,000.

FIFTH CAUSE OF ACTION

(For Fraud and Deceit against All Defendants and DOES 21 through 30)

38. Plaintiffs re-allege and incorporate each and every allegation contained in paragraphs 1 through 37 of this Complaint, as though fully set forth herein.

39. At the time that Plaintiff was induced to enter into the oral agreement, and continuing thereafter, Plaintiff was led to believe that the assurances, representations and other statements made to Plaintiff by Defendants, as alleged herein above, as well as that Defendants would: 1) execute the written agreements that embodies all terms of the oral agreement, 2) submit said written agreements in escrow, 3) timely notify escrow of the oral agreements between the parties, 4) instruct escrow to distribute \$38,000 to Plaintiff as a finder's fee, 5) distribute and compensate Plaintiff \$38,000 subsequent to the close of escrow, 6) that Defendant Kast was a professional fiduciary with an active license.

40. When Defendants made these assurances and representations, each of them knew them to be false and each of them made these representations with the intention to deceive and defraud Plaintiff and to induce Plaintiff to act in reliance on these representations in the manner alleged and to act as a finder for Defendant in the subject real property

1 transaction.

2 41. At the time these assurances and representations were made by Defendants, and
3 each of them and at the time Plaintiff committed to acting as a finder and took the other actions
4 alleged, Plaintiff was unaware of the falsity of Defendants' statements and believed them to be
5 true. In reliance on these assurances and representations, Plaintiff was induced to and did make
6 the oral agreement, as well as to take all other acts and actions as alleged herein related to the
7 purchase of the subject property

8 42. Had Plaintiff known the actual facts, Plaintiff would not have entered into the
9 oral agreement nor acted as a finder in the real property transaction.

10 43. Plaintiff's reliance on the assurances, representations and other statements of
11 Defendants, and each of them, was justified because Defendants represented that they possessed
12 the experience and skills necessary to act as a professional fiduciary and broker and that
13 Defendants had the professional licensing and the required and legal ethics that accompany
14 such licensing.

15 44. As a proximate result of the fraudulent conduct alleged, Plaintiff has incurred
16 damages in that Plaintiff was induced to enter into the oral agreement as well as to act as a
17 finder so that Defendant would become the listing broker with the subject property, all by
18 reason of which Plaintiff has been damaged in at least the amount of \$38,000 and additional
19 amounts according to proof at time of trial.

20 45. The conduct of Defendants, and each of them, was an intentional
21 misrepresentation, deceit, or concealment of a material fact known to each of the Defendants
22 with the intention on the part of the Defendants of thereby depriving Plaintiff of monies,
23 property or legal rights or otherwise causing injury, and was despicable conduct that subjected
24 Plaintiff to a cruel and unjust hardship and conscious disregard of Plaintiff's rights, so as to
25 justify an award of exemplary and punitive damages.

26 **SIXTH CAUSE OF ACTION**

27 (For Negligent Misrepresentation against All Defendants and DOES 31 through 40)

46. Plaintiff re-allege and incorporates each and every allegation contained in paragraphs 1 through 45 of this Complaint, as though fully set forth herein.

47. The Defendants, and each of them, when they made these representations, as alleged in full above had no reasonable ground for believing that the representations were true. Defendants, and each of them, made the representations with the intent to induce the Plaintiff to take the actions alleged, and with the intent of causing Plaintiff to enter into the oral agreement and to perform as a finder in the transaction.

48. Had Plaintiff known the true facts, Plaintiff would not have entered into the oral Agreement or taken the actions as a finder in the transaction.

49. As a proximate result of the negligent misrepresentations and conduct of Defendants as alleged, Plaintiff has incurred damages in that Plaintiff was induced to enter into the oral agreement and take the actions alleged that enabled Defendants to obtain said commissions, by reason of which Plaintiff has been damaged in at least the sum of \$38,000 and additional amounts according to proof at time of trial, including interest, attorneys' fees and costs.

SEVENTH CAUSE OF ACTION

(Promissory Estoppel against All Defendants and DOES 41 through 50)

50. Plaintiff re-alleges and incorporates each and every allegation contained in paragraphs 1 through 49 of this Complaint, as though fully set forth herein.

51. Defendants as alleged herein made said promises as alleged herein, including, but not limited to, compensate Plaintiff in the sum of \$38,000 if Plaintiff, as a finder, obtained the property listing for Defendant as the listing Broker. In making such promises, Defendants reasonably expected for Plaintiff to be induced to act as Plaintiff did so act and as alleged herein.

52. Plaintiff, as promisee, acted as alleged herein in justifiable reliance on Defendants' promises, including the payment of \$38,000 for acting as a finder and making the introduction to Defendants so that Defendants would and could be the listing Broker and earn

1 the agreed upon and promised fee of \$2,500.

2 53. As a result of Defendants acts and conduct as alleged herein, injustice can be
3 avoided only through the enforcement of the promise to pay Plaintiff \$38,000 for Plaintiff's
4 role as a finder in the transaction, by reason of which Plaintiff has been damaged in at least the
5 sum of \$38,000 and additional amounts according to proof at time of trial, including interest,
6 attorneys' fees and costs.

7
8 **EIGHTH CAUSE OF ACTION**

9 (For Unfair Competition in Violation of Cal. Bus. & Prof. Code Section 17200 against All
10 Defendants and DOES 51 through 60)

11 54. Plaintiff re-alleges and incorporates each and every allegation contained in
12 paragraphs 1 through 53 of this Complaint, as though fully set forth herein. Pursuant to
13 Sections 17200 et seq. of the California Business and Professions Code, unfair business
14 practices include any unlawful, unfair or fraudulent business practice.

15 55. Plaintiff is informed and believes and thereon alleges that Defendants'
16 solicitation and conduct towards Plaintiff in the subject transaction through the use of
17 fraudulent and negligent misrepresentations and acts as alleged herein constitutes unlawful,
18 unfair and/or fraudulent business practices in violation of Section 17200 et seq. of the
19 California Business and Professions Code and California common law.

20 56. As a direct and proximate result of Defendants' wrongful acts, Plaintiff has
21 suffered and will continue to suffer substantial pecuniary losses and irreparable injury to her
22 business reputation and goodwill. As such, Plaintiff's remedy at law is not adequate to
23 compensate for injuries inflicted by Defendants. Accordingly, Plaintiff is entitled to temporary,
24 preliminary and permanent injunctive relief.

25
26 57. By reason of such wrongful acts, Plaintiff is and will be in the future, deprived
27 of profits and benefits of said business relationships, transactions and agreements, and
28 Defendants have wrongfully obtained these profits and benefits and Plaintiff is entitled to

1 restitution thereof in an amount not less than \$38,000, to conform to proof at trial.

2 **NINETH CAUSE OF ACTION**

3 (For Specific Performance Against all Defendants and DOES 61 through 70)

4 58. Plaintiff re-alleges and incorporates each and every allegation contained in
5 paragraphs 1 through 57 of this Complaint, as though fully set forth herein.

6
7 59. At the time of the oral contract described herein above and the date set for the
8 closing of escrow Plaintiff tendered full performance to Defendants and Plaintiffs have
9 performed all conditions of the oral contract that were and are required to be performed by
10 Plaintiff. Plaintiff remains ready and willing to perform all terms of the agreement by
11 compensating Defendant the agreed upon sum of \$2,500 for Defendants' services.
12

13 59. Plaintiff has no adequate remedy at law. Defendant has failed and refused, and
14 continues to fail and refuse, to perform the conditions of the oral contract, in that Defendants
15 refuse to distribute the fees as agreed upon and earned by Plaintiff.

16 **TENTH CAUSE OF ACTION**

17 (For An Accounting Against all defendants and Does 71 through 80, inclusive)

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19 60. Plaintiff re-alleges and incorporates each and every allegation contained in
20 paragraphs 1 through 59 of this Complaint, as though fully set forth herein.

21 61. Plaintiff is entitled to an accounting of all monies and records by law.
22 Defendants have undergone numerous transactions and expenditures related to the subject
23 transaction and subsequent acts and conduct. The amount of money possessed by Defendants
24 and the financial status of Defendants are unknown to Plaintiff and cannot be ascertained
25 without an accounting of Defendants and their bank accounts and assets Plaintiff has
26 previously demanded an accounting from Defendants but Defendants have failed and refused,
27 and continue to fail and refuse to render an accounting to Plaintiffs.
28

1 **WHEREFORE**, Plaintiff prays judgment against Defendants, and each of them, as
2 follows:

- 3 1. For compensatory and special damages in the principal amount of \$38,000,
4 according to proof;
- 5 2. For general damages not less than \$100,000, according to proof;
- 6 3. For a constructive trust to be imposed on the revenues derived by Defendants;
- 7 4. For Punitive damages, according to proof;
- 8 5. For reasonable attorney's fees in an amount according to proof;
- 9 6. For an accounting between Plaintiff and Defendants;
- 10 7. For payment over to Plaintiff of the amount due from Defendants as a result of
11 the accounting;
- 12 8. For an order that Defendants specifically perform the contract and tender all
13 sums owing;
- 14 9. For interest at the legal rate from September 13, 2011
- 15 10. For costs of suit herein incurred; and
- 16 11. For such other and further relief as the court may deem proper.
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22 Dated: November 25, 2011

RUSSELL LAW GROUP

By 

Dennis Russell, attorney for Plaintiff

EXHIBIT "A"

Commission Structure Agreement
Per Phone Call 8/4/11

Atherton & Associates	Collect Commission (TBD)
Payable to K. Kast	per RE Contract
Payable to D. Reinecker	\$ 2,500
	Balance of Commission

Due and Payable at close of Escrow. Agreement to be submitted to Escrow with commission instructions.

By _____
Kraig Kast
Broker License ID 01426063
Atherton & Associates
The Atherton Company
Atherton Investment Advisors
CB Real Estate Wealth Management

Date: August 4, 2011

By _____
Diana Reinecker

Date: August 4, 2011

This Commission Structure Agreement between Kraig Kast and D. Reinecker is also to be considered as a non disclosure. A revised agreement will be issued after Seller and Buyer have reached a sales price. The true and accurate commission will be stated whereas, Kraig will be paid a fee of \$2,500 from the actual commission collected.

EXHIBIT "B"

Confidential Disclosure and Fee Agreement:

This Agreement is entered into this 4th day of August, 2011 by and between Kraig Kaste of Atherton & Associates (hereinafter "Recipient") and D. Reinecker (hereinafter "Discloser").

WHEREAS Discloser possesses certain ideas and information relating to real estate sale that is confidential and proprietary to Discloser (hereinafter "Confidential Information"); and

WHEREAS the Recipient is willing to receive disclosure of the Confidential Information pursuant to the terms of this Agreement for the purpose of commission fees as follows;

- A. Atherton & Associates to receive \$40,500 and disburse \$38,000 to D. Reinecker upon close of escrow.
- B. This Agreement also includes Recipients companies named The Atherton Company, Atherton Investment Advisors and CB Real Estate Wealth Management and Kraig Kaste Broker License 01426063 in the state of California.

NOW THEREFORE, in consideration for the mutual undertakings of the Discloser and the Recipient under this Agreement, the parties agree as follows:

1. Disclosure. Discloser agrees to disclose, and Receiver agrees to receive the Confidential Information.

2. Confidentiality.

2.1 No Use. Recipient agrees not to use the Confidential Information in any way, or to manufacture or test any product embodying Confidential Information, except for the purpose set forth above.

2.2 No Disclosure. Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient's employees having a need for disclosure in connection with Recipient's authorized use of the Confidential Information.

2.3 Protection of Secrecy. Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.

3. Limits on Confidential Information. Confidential Information shall not be deemed proprietary and the Recipient shall have no obligation with respect to such information where the information:

- (a) was known to Recipient prior to receiving any of the Confidential Information from Discloser;
- (b) has become publicly known through no wrongful act of Recipient;
- (c) was received by Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the information;
- (d) was independently developed by Recipient without use of the Confidential Information; or
- (e) was ordered to be publicly released by the requirement of a government agency.

Initialed _____

Initialed _____

4. Ownership of Confidential Information. Recipient agrees that all Confidential Information shall remain the property of Discloser, and that Discloser may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information.

5. Term and Termination. The obligations of this Agreement shall be continuing until the Confidential Information disclosed to Recipient is no longer confidential.

6. Survival of Rights and Obligations. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) Discloser, its successors, and assigns; and (b) Recipient, its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

DISCLOSER

Signed: _____

Print Name: D. Reinecker

Title: _____

Date: 8/4/11

RECIPIENT

Signed: _____

Print Name: Kraig Kaste

Title: _____

Date: 8/4/11